

## **END-USER LICENSE AGREEMENT (“EULA”)**

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**6. Governing Law.** This EULA shall be governed, construed, and interpreted in accordance with the laws of the jurisdiction where the NICE entity that licensed the Software (or provided access to a SaaS Offering) to you is headquartered. Notwithstanding the foregoing, either party may seek interim or temporary injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property rights. Both Parties hereby exclude the application of the Uniform Computer Information Transactions Act ("UCITA"), the United Nations Convention on the International Sale of Goods ("CISG"), and any law of any jurisdiction that would apply UCITA or CISG or terms equivalent to UCITA or CISG to this EULA. To the extent not prohibited by applicable law that cannot be waived, the parties hereby waive, and covenant that they will not assert any right to trial by jury in any action arising in whole or in part under or in connection with this EULA.

**7. General.**

(a) You must obtain NICE's written consent prior to: (i) moving the Software from one location to another or (ii) assigning this EULA or any licenses to the Software and/or SaaS Offering granted hereunder to any third party. You hereby acknowledges that as a condition to such consent NICE may require you or the proposed assignee, if applicable, to agree to update the Software to the then-current version, pay NICE's then-current license fees and purchase a one year maintenance services at NICE's then-current rate. In the case of an assignment or transfer to a third party, NICE may require the assignee to execute its then-current Software License. Except as otherwise specified in writing by NICE in its consent, orders submitted by any assignee will be in accordance with NICE's then-current list price. Any attempted assignment, whether by operation of law, as a result of any change in control, or otherwise without complying with this Section shall be null and void.

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(b) If NICE fails to insist that you perform any of your obligations under this EULA, or if NICE does not enforce its rights against you, or if NICE delays in doing so, that will not mean that NICE has waived its rights against you and will not mean that you do not have to comply with those obligations. If NICE does waive a default by you, NICE will only do so in writing, and that will not mean that NICE will automatically waive any later default by you.

(c) Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

(d) The Software may include third parties' components, which are licensed to you pursuant to the applicable third party license agreements (the "Third Party EULA(s)"). **BY USING THE SOFTWARE, YOU ACKNOWLEDGE**

**THAT YOU HAVE READ THE APPLICABLE THIRD PARTY EULAs, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEIR TERMS.**